

HAGEDORN AUCTION COMMUNICABLE DISEASE LIABILITY WAIVER

(read, complete, sign & email to [sold@hagedornauction.com](mailto:sold@hagedornauction.com) or fax to (855)494-6046 or bring to or sign at auction entrance)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, or cure. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Symptoms of COVID-19 include: • Fever, • Fatigue, • Dry Cough, • Difficulty Breathing, • Loss of Taste or Smell  
• I understand the above symptoms and affirm that I, as well as all household members, will not attend any auction if anyone in our household has, at the time or previously, experienced the symptoms listed above within 14 days prior to said auction. • I affirm that I, as well as all household members, will not have been diagnosed with COVID-19 or other communicable disease within 30 days prior to said auction. • I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 or any communicable disease within 30 days prior to said auction. • I affirm that I, as well as all household members, have not traveled outside of the country or to any city considered to be a “hot spot” for COVID-19 infections within 30 days prior to said auction. • I understand that all attendance at any Hagedorn Auction is voluntary and that Hagedorn Auction and its owners, managers, officials, agents, employees, clients or other representatives cannot be held liable for any exposure to the COVID-19 virus or any other communicable disease and such voluntary attendance is made with a full understanding of risks involved.

**Hagedorn Auction, it’s owners, employees or clients cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while utilizing Hagedorn Auction’s services or premises. It is not possible to prevent against the presence of this or any other potentially communicable disease. Therefore, if you choose to utilize Hagedorn Auction’s services and/or enter onto Hagedorn Auction’s or Its client’s premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or any other communicable disease as germs and viruses can be present anywhere or carried by anyone at any time.**

**ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19 and/or other communicable diseases.** I hereby choose to accept the risk of contracting COVID-19 or any other communicable disease for myself and/or my children, other family members and/or future contacts while attending, or due to attending, auctions produced or promoted by and/or utilizing the services of Hagedorn Auction and also while entering the premises where said auctions or services are being hosted or conducted. In-person auction attendance & participation is of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 or any other communicable disease in order to attend said auctions live and in person and visit said premises in person where large numbers of additional people may be in attendance in one room or one place at the same time, rather than participating in said auctions virtually via Hagedorn Auction’s online bidding platform. Further, I hereby understand and acknowledge that Hagedorn Auction is requesting that I adhere to current state and local health guidelines and that I wear a face covering and ‘social distance’ to the best of my ability from others in attendance and remain at least 10 foot distant from those ‘on stage’ auctioning the merchandise as they will not be able and are not required by current guidelines to wear a mask while auctioning or ‘performing’ their duties at the front of the audience. I will pickup my merchandise once staff has moved from in front of the items which were sold.

**WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit or any claim against Hagedorn Auction and its owners, managers, officials, agents, employees, clients or other representatives in connection with exposure, infection, and/or spread of COVID-19 or any other communicable disease related to utilizing Hagedorn Auction’s services and premises and/or my/our attendance of their auctions or events.** I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. **CHOICE OF LAW:** I understand and agree that the law & jurisdiction of Jefferson County, Montana, Montana’s Constitution & ultimately the Constitution of the United States of America will apply to this contract.

**I HAVE CAREFULLY READ & FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, & FREELY & KNOWINGLY ASSUME THE RISK & WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

Name(s) (printed): \_\_\_\_\_

Additionally, I am the parent or legal guardian of the minor(s) named here: \_\_\_\_\_

\_\_\_\_\_. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature(s) : \_\_\_\_\_ Date: \_\_\_\_\_